

Gap Inc. Insiders Community Program Terms and Conditions (the “Program”)

Last Revised October 2019

Welcome to the Gap Inc. Insiders Program available at www.gapincinsiders.com (the "Site") or via the native mobile app Community by Fuel Cycle (the “App”). The Site is owned by Gap Inc. and provided through Fuel Cycle, while the App and Program are owned by Fuel Cycle and operated for the benefit of Gap Inc. (both Fuel Cycle and Gap Inc. collectively referred to as "Gap Inc.", "us", "we", "our"). The following Terms and Conditions (the "Insiders Program Terms" or the "Terms") are specific to the Site, App, and Program, and along with the Gap Inc. [Terms of Use](#) and [Privacy Policy](#) (both of which are incorporated herein by reference), together govern your use of the Site and your participation in the Program (collectively, these Terms, the Gap Inc. Terms of Use, and the Privacy Policy constitute the "Agreement"). In the event and to the extent of any conflict between these Terms and the Gap Inc. Terms of Use and/or the Privacy Policy, the terms and conditions of these Terms will govern.

YOUR USE OF THE SITE AND PARTICIPATION IN THE PROGRAM CONSTITUTES YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THE AGREEMENT, INCLUDING THE ALTERNATIVE DISPUTE RESOLUTION PROVISION FOUND BELOW WITH ITS ARBITRATION AGREEMENT AND JURY TRIAL AND CLASS ACTION WAIVERS. WE RESERVE THE RIGHT TO UPDATE OR MODIFY THIS AGREEMENT AT ANY TIME WITHOUT PRIOR NOTICE. IF WE UPDATE THIS AGREEMENT, WE WILL AMEND THE “LAST REVISED” DATE AT THE BEGINNING OF THIS AGREEMENT. FOR THIS REASON, WE ENCOURAGE YOU TO REVIEW THE AGREEMENT WHENEVER YOU USE THE SITE. IF YOU DO NOT AGREE TO THESE TERMS AND TO THE AGREEMENT, PLEASE DO NOT USE THE SITE OR PARTICIPATE IN THE PROGRAM.

About the Program

The Program uses surveys and other activities to allow a community of Gap Inc. (Gap, Old Navy, Banana Republic, Athleta, and Hill City) shoppers to share their opinions and feedback on different topics including apparel needs and expectations, shopping habits, motivations and passions in life, and thoughts on Gap, Old Navy, Banana Republic, Athleta, and/or Hill City brands and products.

Your Account; Registration

You will be asked to create an Account in order to sign up for the Program (it does not use any existing Gap Inc. account which you may already have - at this time we require you to create a new login username and password for the Program). In order to create an Account, we will ask you to provide demographic information (age range, gender, industry of employment, education level, income range, etc.), contact information (including an email address and phone number),

and to create a password ("Account Details"). By creating an Account you confirm you are a United States resident and you have attained the age of majority in the state in which you reside.

When you create an Account, you agree to only provide current, accurate and complete Account Details, to maintain the accuracy of the Account Details provided, and to be responsible for the security of your Account. You also agree not to register an Account on behalf of someone else, or to transfer your Account. You are entirely responsible for the confidentiality and security of your password and for anything that happens through your Account – with or without your permission. You agree to notify us at support@fuelcycle.com immediately if you suspect any unauthorized use of your Account or access to your password. Gap Inc. is not responsible for any loss or activity that results from the unauthorized use of your Account. We may suspend or terminate your Account or access to the Site at any time with or without notice to you if we suspect an unauthorized use of your Account.

Personal Information Submitted Through the Site; Communications

Your submission of personal information through the Site is governed by the [Privacy Policy](#).

As a Program member, you will periodically receive emails regarding your Account (e.g. surveys, usage updates, discussion, etc.). To not receive these Program emails, you must cancel your Account.

If you access the Program via the App, you can consent to the App accessing the geolocation of your device. If you do not want the App to access your device's geolocation you must shut it off within your device settings. You can also consent to the App sending you push notifications on your device. If you do not want the App to send these push notifications, you must shut them off within the App settings.

Confidentiality

Unless otherwise noted, all features, materials, and information found within the Program, including technical concepts, products, packaging, text, images, illustrations, designs, icons, photographs, video clips and other content, and the copyrights, trademarks, trade dress and/or other intellectual property in such materials (collectively, the "Contents"), are owned, controlled or licensed by Gap Inc. and/or its subsidiaries, and are confidential and proprietary.

The Contents are intended solely for personal, non-commercial use. By agreeing to participate in the Program, you agree that you will not: (a) share any of the materials or information you view and access; (b) use it for your own benefit or the benefit of a third party; (c) photograph, record, reproduce, publish in any medium including on social media platforms or the Internet, transmit, distribute, display, modify, create derivative works from, sell or exploit in any way any of the Contents.

Your Account; Cancellation or Termination of Your Account

For assistance with an Account, please locate the Support section of the Site, click any “contact moderator” button within your Account, or email support@fuelcycle.com. To cancel your Program Account, access the “Account Settings” of your profile and select the “Close My Account” option.

Gap Inc. reserves in its sole discretion the right to prevent from enrolling in, suspend, and/or remove from the Program, any person for any reason, including alleged violation of these Terms, or in the event of any suspected fraud, abuse, or misuse in connection with this Program.

Feedback and Other Submissions

Gap Inc. is pleased to hear from users and welcomes your comments regarding our products and services. Gap Inc.'s longstanding company policy does not allow us to accept or to consider creative ideas, suggestions, proposals, plans, or other materials other than those we have specifically requested. We hope that you will understand that the intent of this policy is to avoid the possibility of future misunderstandings when projects developed by Gap Inc.'s employees and agents might seem to be similar to creative works submitted by users. Accordingly, while we value your feedback, we must ask that you do not send creative ideas, suggestions, proposals, plans, or other materials for our business. If, at our request, you send certain specific submissions (for example, contest entries, customer reviews or photographs) or without a request from us you send creative ideas, suggestions, customer reviews, photographs, proposals, plans, or other materials, whether through the App, online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that Gap Inc. may, at any time, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any Comments that you forward to Gap Inc. Gap Inc. is and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments. Gap Inc. has the right but not the obligation to monitor and edit or remove any Comments.

Notice and Procedure for Making Claims of Copyright Infringement

Gap Inc. respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Gap Inc.'s Digital Millennium Copyright Act ("DMCA") designated agent the written information specified below:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description where the material that you claim is infringing is located on the site;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Gap Inc.'s Copyright Agent for notice of claims of copyright infringement on the Sites can be

reached as follows:

Gap Inc.
Legal Department - Brand Services
ATTN: DMCA Designated Agent
2 Folsom Street
San Francisco, CA 94105
Phone: [415.427.5575](tel:415.427.5575)
Email: ip@gap.com

Please note that this procedure is exclusively for notifying Gap Inc. and its subsidiaries that your copyrighted material has been infringed. Gap Inc.'s affiliated subsidiaries are as follows: The Gap, Inc., Banana Republic, LLC, Old Navy, LLC, Athleta LLC, Intermix Holdco, Inc., Janie and Jack LLC, Gap, GapKids, babyGap, GapBody, gap.com, gapinc.com, Gap Factory, gapfactory.com, Banana Republic, bananarepublic.com, Banana Republic Factory, bananarepublicfactory.com, Old Navy, oldnavy.com, Old Navy Outlet, Athleta, athleta.com, Hill City, hillcity.com, Intermix, intermixonline.com, Janie and Jack, and janieandjack.com.

Rules for Sweepstakes, Contests, and Similar Promotions

Any sweepstakes, contests, games, or similar promotions made available through the Site and App may be governed by specific rules that are separate from and in addition to these Terms. By participating in any such sweepstakes, contest, game, or similar promotion, you will become subject to those rules, which may vary from these Terms set forth herein, and which are incorporated into these Terms.

Miscellaneous

Gap Inc. reserves the right to change, suspend, or terminate the Program or any of its associated Terms at any time and in any manner with or without notice. Any subsequent Terms supersede prior versions.

No Warranty

Gap Inc., its respective subsidiaries, divisions, and affiliate entities, along with each such company's respective officers, directors, employees, and agents make no warranty, express or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose with respect to the Program or any products or services related to the Program.

Release of Liability

By agreeing to participate in the Program, Account holders release Gap Inc., its parent and subsidiaries and affiliate entities, and their respective, directors, officers, employees and agents (the "Released Parties") from all liability with respect to the Program. By participating in the Program, Account holders hereby release the Released Parties from and against any and all claims, damages, losses, liabilities, and other expenses (including, without limitation, attorney's fees) relating to participation in the Program, use of the Program and its benefits, or agreement to these Terms.

Indemnification

You agree to indemnify, defend, and hold harmless the Released Parties against all claims, demands, causes of action, losses, expenses, damages and costs, including any reasonable attorneys' fees, resulting or arising from or relating to your use of or conduct with respect to the Program, any activity related to your account by you or any other person, any material that you submit to, post on or transmit through the Site and/or App, your breach of these Terms, your infringement or violation of any rights of another, or termination of your access to the Program, Site, and/or App.

DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

Informal Dispute Resolution.

Mindful of the high cost of legal disputes, not only in dollars but also in time and energy, both you and Gap Inc. agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out of or related to any transaction conducted on the Sites, or the breach, enforcement, interpretation, or validity of this Agreement or any part of it ("Dispute"), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent

(1) to Gap Inc. at: Gap Inc. Legal Department, 2 Folsom Street, San Francisco, CA 94105, Attn: General Counsel, or

(2) to you at: your last-used billing address or the billing and/or shipping address in your online profile.

Both you and Gap Inc. agree that this dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any arbitration or filing any claim against the other party.

Arbitration Agreement.

To the extent you cannot resolve any Dispute through the informal dispute resolution procedure described above, a Dispute shall be resolved through binding individual arbitration. You agree to give up your right to go to court to assert or defend your rights under this Agreement and with respect to any Dispute. You and Gap Inc. expressly delegate to the arbitrator the authority to determine the arbitrability of any Dispute, including the scope, applicability, validity, and enforceability of this arbitration provision.

You may begin an arbitration proceeding by sending a letter requesting arbitration to:

Gap Inc.
Attn: General Counsel
2 Folsom Street
San Francisco, CA 94105

You agree that the arbitration shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website www.adr.org, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the Dispute, the parties shall agree to another arbitration provider. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s applicable rules. Gap Inc. will reimburse those fees for claims totaling less than \$10,000 if the arbitrator rules in your favor on any material aspect of your claim. Gap Inc. waives its right to seek attorneys’ fees and costs in arbitration. However, if your claim is deemed by the arbitrator to be frivolous or brought in bad faith or with an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11, then the arbitrator may award Gap Inc. the reimbursement of its costs and arbitration fees against you and/or your counsel. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. You further agree that if your arbitration claim is filed at or around the time of other similar claims by the same or related counsel, you agree that your claim may be temporarily stayed or phased to allow the AAA to establish efficient and fair adjudication procedures.

In lieu of arbitration, either you or Gap Inc. may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim. Also, even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in any related or unrelated lawsuit, including modifying an individual claim to assert a class, representative or multi-party claim. Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun, or a final judgment entered.

Waiver of Right to Bring Class Actions and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. **You and Gap Inc. agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and Gap Inc. hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named-plaintiff or class member), and to assert or participate**

in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

Other Terms

This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act. The terms of the Arbitration Agreement provisions shall survive after this Agreement terminates or your use of the Sites ends. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

Termination

With the exception of the Arbitration Agreement, which shall survive the termination of these Terms, these Terms are effective unless and until terminated by either you or Gap Inc. You may terminate this Agreement at any time by cancelling your Account. Gap Inc. also may terminate this Agreement at any time without notice, and accordingly may deny you access to the Program, if in our sole judgment you fail to comply with any term or provision of the Agreement. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

General

This Agreement shall be governed by the laws of the State of California without regard to choice of law principles, except for the Arbitration Agreement above, which shall be governed by the Federal Arbitration Act. The waiver of any provision of the Agreement shall not be considered a waiver of any other provision or of Gap Inc.'s right to require strict observance of each of the Terms herein. If any provision of the Agreement is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between us relating to your use of the Program.